

**SECOND AMENDMENT TO LEASE**

This Second Amendment of Lease (the "Amendment"), is made and entered into as of June 1, 1999, by and between Calvin Wolff, Independent Executor of the Estate of Ike Bollack, Deceased, and Rachael Wolff, joining herein as the sole beneficiary under the Last Will and Testament of Ike Bollack, Deceased (herein called "Landlord"), and SSP Properties I, LLC (hereafter called "Tenant").

Whereas, Landlord and Tenant are the successors in interest to a certain Lease Agreement dated August 15, 1986, as subsequently amended by that certain Lease Extension Agreement April 24, 1995 (the "First Amendment") and Landlord's Estoppel Certificate and Consent (the "Consent") (the Lease Agreement, the First Amendment and Consent, and all amendments thereto are referred to as the "Lease"), covering the real property described therein (the "Leased Premises"); and

Whereas, Landlord and Tenant desire to amend the Lease to extend the Lease and modify certain other terms;

Now therefore, in consideration of the premises, Landlord and Tenant agree to modify the Lease as follows:

1. **Rental for Initial Term and Option Periods.** The initial term (the "Initial Term") of this Lease expires on August 15, 2016. Commencing June 1, 1999 through August 15, 2016, Tenant shall pay to Landlord as monthly minimum rent for each calendar month during the Initial Term of the Lease, the minimum sum of Two Thousand Five Hundred and No/100 Dollars (\$2,500.00), in advance on or before the tenth day of each month. Rent for any period less than a calendar month shall be prorated.

Tenant shall have five (5) successive options to extend the term of the Lease for five (5) years each (the "Option Periods"), provided that in order to exercise the first such option, Tenant shall give Landlord notice not later than thirty (30) days prior to the expiration of the Initial Term and in order to exercise each succeeding term, Tenant shall give Landlord notice not later than thirty (30) days prior to the expiration of the Option Period. All references to the "term" of this Lease shall be understood to apply to the Initial Term set forth in this paragraph and also to all of the Option Periods referred to in this paragraph (if such Options are exercised) unless, in any case, such interpretation is expressly negated herein.

Calvin R. Wolff  
Landlord's Initials

Date 7/26/99

SSP  
Tenant's Initials

Date 7/30/99

D. Audit. Landlord shall have the right at any time to inspect and audit all of the books of account and supporting data and returns of Tenant and subtenants, and concessionaires of Tenant, if any, relating to gross sales from the Leased Premises, and Tenant on request shall make all such matters available to Landlord at Landlord's expense. In the event that Landlord shall ask for an audit and the gross sales shown by Tenant's and Tenant's subtenant's and concessionaire's statement and statements for the period covered by such audit be found to be understated by more than five percent (5%), then Tenant shall pay to Landlord the cost of the audit. Landlord's right to have such an audit made shall expire three (3) months after the statement for the period, or part of the period to be audited, has been delivered to Landlord.

**3. Miscellaneous**

A. The Lease, as expressly amended and modified herein, is hereby ratified and confirmed by Landlord and Tenant and shall continue in full force and effect. In the event of a conflict between the terms of this Amendment and the terms of the Lease, the terms of this Amendment shall govern and control.

B. This Second Amendment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which when taken together shall constitute one and the same agreement.

C. The parties executing this Second Amendment warrant and represent that they are the duly authorized representatives with the authority and power to bind the parties to the terms and conditions of this Second Amendment. The Estate of Ike Bollack, Deceased, represents that (i) Calvin Wolff is the duly appointed Independent Executor of the Estate, and that the Estate owns fee simple title to the Leased Premises, free and clear of all liens and encumbrances, and (ii) that Rachael Wolff is the sole beneficiary under the Last Will and Testament of the Ike Bollack.

D. The effectiveness of this Second Amendment is contingent upon (i) the written approval from Tenant's lender, FFCA Acquisition Corporation, and (ii) the purchase and closing by SSP Partners of Lots 11 and 12, Block 12, Paredes Addition, Brownsville, Texas, both within thirty (30) days from the date hereof.

E. Landlord and Tenant agree to execute and record an Amended Memorandum of Lease reflecting the modifications contained herein.

RMW  
Landlord's Initials  
Date 7/26/99

RS  
Tenant's Initials  
Date 7/30/99